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Attorneys for Plaintiff Sean Sullivan

**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION**

SEAN SULLIVAN,)	
)	Case No.
Plaintiff,)	
)	COMPLAINT
v.)	(Breach of Insurance
)	Contract)
SCOTTSDALE INSURANCE)	
COMPANY,)	JURY TRIAL REQUESTED
)	
Defendant.)	
)	

NATURE OF ACTION

1. This is an action by plaintiff against his insurer, Scottsdale Insurance Company ("defendant" or "Scottsdale"), to recover on a loss incurred by plaintiff. Although the insurance policy issued to plaintiff by Scottsdale provides coverage, Scottsdale has failed and refused to provide full indemnity owed under the policy.

PARTIES

2. Plaintiff Sean Sullivan is the owner of property located in Coos County, Oregon (the "property").

3. Defendant is, and at all material times mentioned herein was, a corporation authorized to transact and transacting insurance in the state of Oregon. Scottsdale's state of incorporation is Ohio and its principal place of business is in Ohio.

JURISDICTION

4. Jurisdiction is proper pursuant to 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the action is between citizens of different states.

5. Venue is proper pursuant to 28 U.S.C. § 1391(a).

FIRST CLAIM **(Breach of Contract)**

COUNT ONE **(Breach of Insurance Policy)**

6. Scottsdale issued and delivered to plaintiff Policy No. CPS2103786 (the "policy") in effect from November 3, 2014 through November 3, 2015.

7. The policy provided insurance against loss or damage caused by fire to a building owned by plaintiff. At all times material, the policy provided for a total of \$525,000 insurance coverage for damage to plaintiff's building.

8. While the policy was in full force and effect, on December 30, 2014, plaintiff's building was destroyed by fire, and as a result, plaintiff suffered losses in excess of \$525,000.

9. Plaintiff has fully complied with each and every term, condition and provision of the policy.

10. Plaintiff submitted a proof of loss in excess of policy limits. Scottsdale has only paid \$325,000. There remains due and owing by defendant to plaintiff the amount of \$200,000.

11. Plaintiff is entitled to attorney fees under O.R.S. 742.061, and prejudgment interest under Oregon law.

COUNT TWO
(Implied Covenant)

12. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1-11.

13. Defendant failed to make payment and refused to make payment for covered losses, in violation of the policy of insurance, thus causing damages to plaintiff.

14. Defendant violated the implied covenant of good faith and fair dealing in failing properly to investigate the loss, adjust the claim, and pay plaintiff for all the losses sustained, causing damages to plaintiff:

- a. On or about December 30, 2014, fire loss caused extensive damage to plaintiff's building.
- b. Plaintiff promptly reported the loss.
- c. More than six months have passed since plaintiff's submission of proof of loss.

15. It was foreseeable to defendant that if it breached its obligations under the insurance policy, plaintiff would suffer damages.

16. As a result of the breach of contract by defendant, plaintiff has suffered damages as set forth in paragraph 10.

WHEREFORE, plaintiff prays for judgment against defendant as follows:

- (a) For damages in the sum of \$200,000;
- (b) For reasonable attorney fees to be determined by the court pursuant to O.R.S. 742.061;
- (c) For prejudgment interest from December 30, 2014;
- (d) For plaintiff's costs and disbursements incurred in this action;
and
- (e) For such other and further relief as the court deems just and equitable.

Dated this 3rd day of March, 2016.

SHENKER & BONAPARTE, LLP

By /s/ Robert E.L. Bonaparte
Robert E.L. Bonaparte, OSB No. 883411
Of Attorneys for Plaintiff